

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	WT Docket No. 02-55
City of Irving, Texas)	
)	
and)	
)	Licensee Call Signs:
Sprint Nextel Communications, Inc.)	WQCJ480 and WPJQ645
)	
)	
)	

REQUEST FOR EXTENSION OF TIME

The Licensee, the City of Irving, Texas (the "City"), through its Special Counsel, Kissinger & Fellman, P.C., hereby requests an extension of time in which it must submit a cost estimate to Sprint Nextel Communications, Inc./Sprint Corporation ("Sprint"), as set forth in the Federal Communications Commission (the "Commission") Public Notice FCC 07-168, released September 12, 2007, "FCC Announces Supplemental Procedures And Provides Guidance for Completion of 800 MHz Rebanding" (the "Notice"). In the Notice, the Commission required that National Public Safety Planning Advisory Committee ("NPSPAC") licensees with systems of up to 5,000 subscriber units must complete planning and submit a cost estimate within 90 days of TA approval of the Plan Funding Agreement ("PFA").

The City is the licensee of Licensee Call Signs WQCJ480 and WPJQ645, totaling 1,882 subscribers. These licenses are both trunked NPSPAC and mutual aid frequencies. The City currently operates a ten channel, five site M/A-COM EDACS analog trunked simulcast system that serves both the Police and Fire Departments of the City and the public services departments

of the City. The PFA was approved by the TA on October 18, 2007, and pursuant to the Notice, a cost estimate is due to be submitted by January 16, 2008.

Despite the diligent efforts of the City, the City will be unable to submit the cost estimate by the January 16, 2008 deadline contained in the Notice due to a number of reasons beyond the City's control. The basis for the need for an extension of time is described in more detail as follows:

1. Paragraph 11 of the PFA requires Sprint to send copies of all notices and communications under the PFA to the City's project manager, Gary Gilbert as well as to assistant City Attorney Rodney Adams, and the undersigned special counsel. Despite this contract obligation, Sprint did not send the final signed copy of the fully executed PFA with the Deal Number or the process for reimbursement as required. Since the PFA is a confidential document and 34 pages long, only pages 3 and 4 of the PFA with the referenced paragraph 11 is attached as Exhibit A. Attached as Exhibit B is the correspondence from Omar Saeed at Sprint to Mayor Herbert A. Gears. While the cover letter indicates it represents approval of the Frequency Reconfiguration Agreement, it is in fact referring to the Plan Funding Agreement. The cover letter is dated November 20, 2007, but was not received by the City until November 26th. The cover letter further indicates that copies were sent to Rodney Adams and Gary Gilbert at the City, although neither Mr. Adams nor Mr. Gilbert received any documentation sent by Sprint. On December 13, 2007 the City Secretary contacted Mr. Adams to ask whether he believed that the documents sent by Sprint included an original contract or a copy, and this was the first time that he learned of the correspondence. He immediately provided copies to Mr. Gilbert, who by that time had been questioning Sprint regarding the whereabouts of this information. Sprint's failure to provide required copies to Mr. Adams and Mr. Gilbert caused some delay in the City's

attempt to identify where the funds were, where the contract was and how to apply for the funds owed for planning activities. When Mr. Gilbert finally received his copy of the contract with the necessary information, he promptly commenced the City's internal process to set up the financial side of this project. The City is working internally on building the proper type of account for the monies to reside, designing parameters whereby the monies may be disbursed and collecting all necessary records for reimbursement of monies and time already spent. As Sprint's process for receiving reimbursement was included in the paper packet that was not received until December 13, 2007, all financial work was delayed.


2. Two unforeseen issues have arisen, requiring a Change Notice, which affect the cost and scope of the planning activities. In the course of the planning process it was determined that a tower crew would be required to climb 4 of the 5 sites to document exact model numbers of antennas and tower top amplifiers and assist in performing capabilities testing. Questions have arisen due to finding a building top receive amplifier with an unexpected part number, thus causing a questioning of records during the 11 years the system has been in operation and repairs performed. Testing will also have to be performed to ensure that all tower top equipment will handle the new, lower frequencies. An additional Change Notice will be required to address a question regarding bi-directional antennas ("BDAs"). Planning activities undertaken during the week of December 17 - 21 disclosed that two of the City's BDAs will not make the change to the new frequency, as per the BDA labels. However, in recent discussions with Celwave, the manufacturer of the BDAs, Celwave states that the equipment "may" take the frequency change. The City must perform tests to determine whether the BDAs can or cannot work with the new frequencies, in order to further determine whether replacement of any BDAs are necessary. Having just recently learned of the need for this additional testing, and with the intervening

holiday and vacation schedule, the City is planning to file its Change Notice at about the same time as the filing of this Request for Extension of Time.

When the City commenced negotiations with Sprint nearly two years ago, and at all times since, it has indicated that due to the complexity of the five site simulcast system and the location of the City within a metroplex bordering on an international airport, this planning process was foreseen to take a minimum of six months. While the City understands that the Commission has directed planning to be completed within three months, it is important to note that the City, Sprint, and even the TA have acknowledged that the planning process for this system could take up to six months, as noted in that portion of the PFA's Schedule B, "Statement of Work" which is included as Exhibit C to this Request. The City has worked diligently to perform in this limited time period. The problems described above and the complexities of the radio system have caused the City to be unable to complete planning and provide the required cost estimate within the 90 day window. The City respectfully requests an extension up to March 31, 2008, in which to complete planning and file a cost estimate. If the City's Change Notices as described herein are quickly approved, and if payment to contractors is timely made, the City is confident that the planning process can be completed by March 31, 2008.

Dated this ^{28th}~~20th~~ day of December, 2007.

Respectfully submitted,

By: 
KISSINGER & FELLMAN, P.C.
Kenneth S. Fellman
Special Counsel
3773 Cherry Creek North Drive, Suite 900
Denver, Colorado 80209
Telephone: 303-320-6100
Facsimile: 303-320-6613
Email: kfellman@kandf.com

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of December, 2007, a true and correct copy of the foregoing Request for Extension of Time was served via email and/or U.S. Mail on the following:

Derek Poarch, Bureau Chief
Public Safety and Homeland Security Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

David Furth, Associate Bureau Chief
Public Safety and Homeland Security Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

PSHSB800@fcc.gov

Mike Fischer
Manager
Transition Administrator L.L.C.
mike.fischer@bearingpoint.com

Bruce A. Olcott, Esq.
Sanders, Squire & Dempsey, L.L.P.
1201 Pennsylvania Ave.
Washington, D.C. 20004
bolcott@ssd.com

Daryle Edwards, Esq.
Legal Department – Spectrum Transactions
Sprint Nextel Corporation
6450 Sprint Parkway
Overland Park, KS 66251
Mailstop: KSOPHN0304-3B311
Overland Park, KS 66251

Sherri Pardue, Esq.
3 Foxwood Knoll
Blythewood, SC 29016

KISSINGER & FELLMAN, P.C.

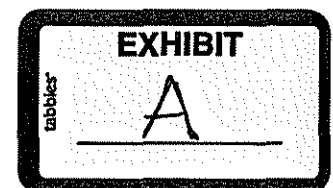
By: 

Kua Ukulele

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documentation (including without limitation invoices, receipts, and timesheets or equivalent documentation) demonstrating the Actual Planning Costs. Upon receipt by Nextel of documentation of the Actual Planning Costs, Nextel and Incumbent will reconcile the Actual Planning Costs against the payments made by Nextel to Incumbent pursuant to this Agreement and the Parties will agree upon the amount of any additional payments due to Incumbent or any refunds due to Nextel.

8. **Reconciliation.** The effective date of agreement on reconciliation of the Actual Planning Costs and signing of the Closing documents by both Parties is considered the "Planning Funding Reconciliation Date." The Closing documents will consist of (i) a cover letter to Incumbent; (ii) mutual planning funding certifications; (iii) closing certifications by both Parties; and (iv) the TA certification. Any additional payments due to Incumbent from Nextel will be disbursed to Incumbent within thirty (30) days of the Planning Funding Reconciliation Date, provided the additional payments do not result from Actual Planning Costs that exceed the Planning Cost Estimate. Any refunds due to Nextel from Incumbent will be made within thirty (30) days of the Planning Funding Reconciliation Date. In the event Incumbent's Actual Planning Costs exceed the Planning Cost Estimate, Incumbent must submit a Planning Funding Change Notice pursuant to Section 5 of this Agreement describing the change in scope of work that resulted in Incumbent's Actual Planning Costs exceeding the Planning Cost Estimate. Approval of any Planning Funding Change Notice will not be automatic but will be processed in accordance with Section 5 of this Agreement. Additional payments due to Incumbent, which result from an excess of Actual Planning Costs over the Planning Cost Estimate, as agreed on the Planning Funding Reconciliation Date, will be disbursed to Incumbent within thirty (30) days of the Transition Administrator's approval of a Planning Funding Change Notice and execution by both Parties of an amendment incorporating such approved change into this Agreement pursuant to paragraph 13.
9. **Vendor Performance Issues.** Incumbent will select and contract directly with any vendor or service provider performing the planning activities. The Transition Administrator will not be responsible for, or assume the risk of any failure of that Planning Vendor to perform its obligations under any contract entered into between Incumbent and such Planning Vendor in connection with this Agreement. Should a Planning Vendor fail to perform its obligations under any contract entered into between Incumbent and a Planning Vendor in connection with this Agreement, the Parties acknowledge that the scope and cost of work of a Planning Vendor may be altered if approved in accordance with Section 5 herein.
10. **Termination.** This Agreement may be terminated and the transactions contemplated by this Agreement abandoned: (i) by mutual consent of the Parties provided in writing; (ii) for cause by either Party upon material breach of the other Party, following a thirty (30) day period for cure by the breaching Party following written notice of the breach or (iii) by Nextel in the event of any Adverse Decision by any governmental entity of competent jurisdiction affecting the Order. For purposes of this Agreement, an "Adverse Decision" means an order, decree, opinion, report or any other form of decision by a governmental entity of competent jurisdiction that results, in whole or part, in a stay, remand, or reversal of the Order, or otherwise in any revision to the Order that Nextel determines, in its sole discretion, to be adverse to its interests. In the event of termination due to an Adverse Decision, Nextel will pay Incumbent for all costs incurred up to the date of termination.
11. **Notices:** All notices and other communications under this Agreement must be in writing and will be deemed given (i) the same day if delivered personally or sent by facsimile; (ii) the next business day if sent by overnight delivery via a reliable express delivery service; or (iii) after five (5) business days if sent by certified mail, return receipt requested, postage prepaid. All notices are to be delivered to the Parties at the following addresses:



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<p>If to Incumbent, to:</p> <p>City of Irving Mayor Herbert A. Gears 825 W. Irving Blvd. Irving, TX 75060 E-mail: hgears@cityofirving.org</p> <p>With a copy that shall not constitute Notice:</p> <p>City of Irving Rodney Adams 825 W. Irving Blvd. Irving, TX 75060 E-mail: radams@cityofirving.org</p> <p>And to:</p> <p>City of Irving Gary Gilbert 825 W. Irving Blvd. Irving, TX 75060 E-mail: ggilbert@cityofirving.org</p>	<p>If to Nextel, to:</p> <p>Nextel Operations, Inc. c/o Sprint Nextel Corporation 2000 Edmund Halley Drive Reston, VA 20191 Attn: Heather P. Brown, Esq. Phone: (703) 433-4467 Fax: (703) 433-4483</p> <p>With a copy that shall not constitute Notice:</p> <p>Sprint Nextel Corporation 6575 The Corners Parkway Norcross, GA 30092 Attn: William M. Jenkins, VP Spectrum Resources Phone: (770) 326-7484 Fax: (678) 405-8252</p>
<p>And a copy that shall not constitute Notice to:</p> <p>Kenneth S. Fellman, Esq. Kissinger & Fellman, P.C. 3773 Cherry Creek N. Drive Ptarmigan Place, Suite 900 Denver, Colorado 80209 Phone: (303) 320-6100 Fax: (303) 320-6613 E-mail: kfellman@kandf.com www.kandf.com</p>	<p>And a copy that shall not constitute Notice to:</p> <p>Sprint Nextel Corporation Attn: Rob Easton, Director, Spectrum Development 114 Coronation Circle Bountiful, UT 84010 Fax: (801) 296-6556 Phone: (801) 294-4810</p>

12. **Assignment:** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Either Party may assign this Agreement to any direct or indirect subsidiary or affiliate of the Party, upon delivery of written notice to the other Party.
13. **Amendments:** This Agreement, including without limitation the scope of the planning activities contemplated hereby and the Planning Cost Estimate thereof to be paid by Nextel, may be amended or modified only by a written instrument signed by authorized representatives of both Parties,



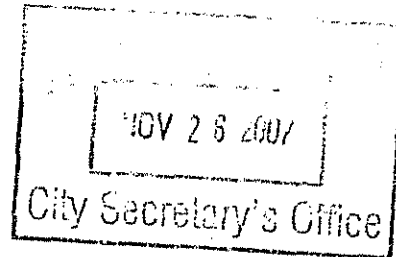
Sprint Nextel
2001 Edmund Halley Drive
Reston, VA 20191
Office: (703) 592-5300 Fax: (703) 433-3824

Omer Saeed
Transaction Specialist

November 20, 2007

VIA FEDERAL EXPRESS

City of Irving
825 W. Irving Blvd.
Irving, TX 75060
Attn: Mayor Herbert A. Gears



Dear Mayor Herbert A. Gears:

Enclosed please find the fully executed **Frequency Reconfiguration Agreement**, date **November 20, 2007**, between the **City of Irving** and **Nextel Operations, Inc.**, for your records.

The Reconfiguration Costs will be paid according to the terms of the contract.

If you have any additional questions, please feel free to contact me via email omer.saeed@sprint.com or (703) 592-5300.
Thank you for continued cooperation in this transaction.

Sincerely,

Omer Saeed

Omer Saeed
Transaction Specialist

Enclosure

Cc: City of Irving
Attn: Rodney Adams

City of Irving
Attn: Gary Gilbert



SCHEDULE B

STATEMENT OF WORK

Timeline for Completion of Planning Activities	
Start Date	End Date
45 Days following Agreement Execution	180 Days following Agreement Execution

1.0 System Description

Narrative System Description:

The City of Irving currently operates a ten channel, five site M/A-COM EDACS analog trunked simulcast system that serves both the Police and Fire Departments of the City and the public services departments of the City.

Eight of the trunked radio channels lie in the 821-824/866-869 NPSPAC band, while the remaining two channels are in the "interleaved" portion of 806-816/851-861 MHz band.

The NPSPAC mutual aid conventional channels are also licensed and utilized by the City for interoperations with public safety agencies of adjacent jurisdictions.

The trunked radio system of the City was designed to and does provide radio coverage throughout the City to subscriber units both when they operate on the street and when they operate inside buildings and structures.

The five site locations are noted below:

- 8500 Block of Hackberry
- 800 Block of West Irving Boulevard
- 1400 Block of Northgate Drive
- 3500 Block of Pleasant Run Drive
- 200 Block of Las Colinas Boulevard

Separate Police and Fire/EMS communication centers are in operation. The Police radio dispatch center is located at the Police Building at 305 North O'Connor. The Fire/EMS dispatch consoles are located the Fire Department Administration Center at 845 West Irving Boulevard and are linked to the console system electronics located at the Police Building via a fiber optic link. Including supervisory positions, five operator positions are available to Police and five to Fire/EMS. Each of the operator positions has access to a multiple number of trunked and conventional radio resources.

The City of Irving relies heavily on the 800 MHz trunked radio system for both day-to-day and emergency operations. More than 1000 subscriber units operate on the trunked system.

DFW Airport, which is located north of the City, also utilizes a M/A-Com trunked radio system. DFW Airport Public Safety Department radio units are programmed to allow communications with the City of Irving radio units when mutual aid assistance is required.

The subscriber units of the City of Irving are also programmed with the three State of Texas simplex Incident Control channels.

The trunked radio system of the City of Irving is a complex, multiple site simulcast system, and that complexity must be taken into account in planning for the reconfiguration of the system in a manner such that there is no risk of more

